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ABSTRACT

The collective bargaining agreement between the Board of Trustees of the University of Massachusetts and the Massachusetts Society of Professors, Faculty Staff Union (1,643 members) of the National Education Association, covering the period July 1, 1983-June 30, 1986 is presented. Items covered in the agreement include: unit recognition, affirmative action, management and union rights, dues checkoff, agency fee, academic freedom, consultation, tenure, faculty roles and responsibilities in academic and personnel matters, faculty personnel standards and procedures, appointment and reappointment, faculty workload, failure to perform minimum assigned duties, suspension and termination for disciplinary reasons, working conditions, librarians, part-time faculty, retrenchment, no strike clause, personnel files, grievance procedure, salaries, supplemental compensation, child care, seniority for administrative service, and annual evaluation of full-time faculty. (SW)

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ED278346

COLLECTIVE BARGAINING AGREEMENT BETWEEN
BOARD OF TRUSTEES OF THE UNIVERSITY OF MASSACHUSETTS
AND MASSACHUSETTS SOCIETY OF PROFESSORS/FACULTY STAFF UNION MTA/NEA

FOR THE PERIOD JULY 1, 1983 - JUNE 30, 1986

HE020034

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ARTICLE I

AGREEMENT

1.1 This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts on behalf of the Board of Regents of Higher Education ("Employer") and the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated thereunder, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.

In recognition of these obligations, the parties hereby agree as follows:

ARTICLE II

RECOGNITION

2.1 The Employer/University Administration agrees to recognize the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for bargaining unit faculty and librarians employed at the Boston and Amherst campuses of the University, including Professors; Associate Professors; Assistant Professors; Instructors; Faculty of Stockbridge School; Program Directors (not otherwise excluded); Non-Tenure Track Faculty; Lecturers; Faculty on Terminal Contract; Full-time Visiting Faculty, after two consecutive years of employment at the University, at the beginning of their third consecutive year of employment; Part-time Faculty pursuant to Article XXI; Faculty Members of the Campus Governance and Personnel Committees; Librarians I-V; Coaches holding Faculty rank; and "Soft Money" Faculty subject to the conditions and limitations of the controlling grant; but excluding Chancellors; Assistant and Associate Chancellors; Vice Chancellors; Assistant and Associate Vice Chancellors; Provosts; Assistant and Associate Provosts; Deans; Assistant and Associate Deans; Teaching Fellows; Teaching Associates; Students; Senior Post-Doctoral Research Associates; Senior Research Fellows; Research Fellows; Professors Emeriti who are not eligible in another category; Academic Coordinators; Directors, Deputy Associate Directors and Associate Directors

of the Libraries; Chairs and Heads of Departments; Center Heads; Division Chairpersons; Ombudsmen; Extension Specialists; County Extension Agents; Visiting Faculty employed by the Federal Government; Director of Control Services; Director of the Institute for Governmental Services; Director of the Computer Center; Director of Athletics; Trainers and Physiotherapists; Director of Public Health; Director of Nursing; Director of the Institute for Learning and Teaching; Director of the School of Physical Education; Clinical Nursing Faculty and Preceptors; Adjunct Faculty; Director of the Center for International Agriculture; Professor Franklin Patterson and all other employees.

2.2 In the event of the creation of a new personnel classification(s), the Employer/University Administration shall notify the Union within thirty (30) calendar days of the creation of the new personnel classification(s) and the Employer/University Administration shall inform the Union of the Employer's/University Administration's determination of the inclusion or exclusion in/from the bargaining unit. If the Union disagrees with the Employer's/University Administration's determination, the disagreement shall be submitted by the Union to the Massachusetts Labor Relations Commission within forty-five (45) calendar days of notification by the Employer/University Administration of the new classification(s) for resolution of the matter.

ARTICLE III

AFFIRMATIVE ACTION

3.1 The Employer/University Administration shall not discriminate against any bargaining unit member with respect to wages, hours, standards of productivity and performance and conditions of employment for reasons of race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap, political beliefs or affiliation or membership/non-membership in the Union.

3.2 The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, color, religion, creed, sex, age, marital status, national origin, sexual preference or mental or physical handicap.

3.3 The Employer/University Administration agrees that when the effects of employment practices, regardless of their intent, discriminate against any persons or group of people on the basis of race, color, religion, creed, sex, age, national origin or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination and to ensure equal opportunity in the areas of appointment, reappointment, promotion, transfer, lay-off or termination, salary and the awarding of sabbatical and other leaves. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

3.4 The provisions of this Article shall not be subject to Article XXV, Grievance Procedure.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Employer/University Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and practices in furtherance thereof.

4.2 Except as modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/-University Administration.

4.3 The judgment of an arbitrator shall not be substituted for that of the Employer/University Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by M.G.L. Chapter 150E as amended from time to time.

4.4 The Employer/University Administration reserves the right to initiate personnel actions. (The faculty shall review these personnel actions prior to their implementation in accordance with other provisions of this Agreement.)

ARTICLE V

UNION RIGHTS

5.1 The Union shall be permitted the continued right to utilize the intra- and inter-campus mail system for official Union communication.

5.2 A copy of the time, place and agenda of all Board of Trustees and Board of Regents meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Union shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Union shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall be granted at least twice each semester, provided that the requests are made at least ten (10) working days in advance of said meetings.

5.3 In accordance with applicable state statutes, the Employer/University Administration shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement.

In each year of this Agreement, the Employer/University Administration shall furnish the Union with the following information:

(a) on January 1 and August 1, a list of bargaining unit members who are going on unpaid leaves or full-year sabbatical leaves and the dates they are scheduled to return;

(b) on January 1 and August 1, a list of bargaining unit members going to or returning from a non-bargaining unit position;

(c) on January 1 and August 1, a list of bargaining unit members whose fraction of appointment has changed in such a manner that bargaining unit status is affected;

(d) on or before March 1, a salary list for the Boston, Amherst and Worcester campuses and the President's office to be submitted once yearly;

(e) on January 1 and August 1, a list of part-time faculty which shall include the most recent date of hire, rank, salary, fraction of appointment and department/program;

(f) all officially adopted (i.e., by the Board of Regents or Board of Trustees) long-range plans from the departments/programs/libraries/colleges, campuses, University and Board of Regents.

5.4 By October 30 and March 31 of each year of this Agreement, the Employer/University Administration shall furnish to the Union an updated list of the names, work addresses, work telephones, position and department/program by campus of all bargaining unit members. The Union shall receive and retain such information in accordance with the provisions of the M.G.L. Chapter 66A, Fair Information Practices Act. In addition, the names, work addresses, work telephones, position and department by campus of all non-bargaining unit part-time faculty shall be similarly communicated to the Union as of the dates above.

5.5 The Employer/University Administration agrees to provide a reduced workload for a maximum of three (3) faculty bargaining unit members and a maximum of one (1) librarian bargaining unit member from each campus for each academic semester in which collective bargaining occurs. In the case of faculty, instructional workload shall be reduced by one (1) course per semester. In the case of librarians, release time shall be granted one and one-half (1 1/2) days per week during those weeks when bargaining occurs and one-half (1/2) day per week during those weeks when bargaining does not occur. Librarians' release time pursuant to this Section may be accumulated and used as needed. Within a reasonable period after either party makes a written request for negotiations for a subsequent Agreement, the parties shall meet and discuss the implementation of the above reductions.

5.6 Any bargaining unit member whose presence is required as a witness at a meeting the subject of which deals with the administration of this Agreement pursuant to the grievance procedure as set forth in Article XXV or proceedings before the Massachusetts Labor Relations Commission pursuant to the provisions of M.G.L. Chapter 150E or proceedings before any governmental agency or any court of law pursuant to the application of the terms and conditions of this Agreement shall be afforded upon request leave with pay by the Employer/University Administration for said purposes.

5.7 One specifically designated bargaining unit member on each campus shall be granted a workload reduction for the investigation and processing of grievances and arbitrations. In the case of a faculty

member, instructional workload shall be reduced by one (1) course per semester, provided the request is made at least one (1) semester in advance of the semester in which the reduction is to occur. In the case of a librarian, release time shall be granted for one (1) day per week, provided the request is made three (3) months prior to the date on which release time is to begin.

5.8 In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration agrees to provide:

(a) a reduction in the instructional workload of the President of the Union of one (1) course per semester; in the event that the President is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week; and

(b) a reduction in the instructional workload of the executive officer of each chapter of one (1) course per semester; in the event that the executive officer of the chapter is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week;

(c) A reduction in the instructional workload of a Union officer (designated by each chapter's governing body) of each chapter of one (1) course per semester, provided the request is made at least one (1) semester in advance of the semester in which the reduction is to occur; in the event that the officer designated is a librarian, he/she shall receive a workload reduction of one and one-half (1 1/2) days per week.

5.9 Insofar as possible, bargaining unit members who are members of the Union's governing body, the Joint Coordinating Committee, shall have their workload scheduled so that they shall be available, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meeting of the Joint Coordinating Committee. In order to facilitate such scheduling, the executive officer of each chapter shall notify the chancellor in writing by the first day of the prior semester of the names of the bargaining unit members for whom the priority scheduling is requested and the day, city and time of the regularly scheduled meeting. No interference with or disruption of any semester's classes or delivery of library services shall occur as a consequence of this Section.

5.10 The Union shall be permitted to use such facilities of the Employer/-University Administration for the transaction of Union business as have been used in the past for such purpose.

5.11 The Employer/University Administration will provide separate office space for the Union's exclusive use at both the Amherst and Boston campuses of the University. The offices shall be equipped with a desk and desk chair, and said offices shall be approved by the Union. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services.

5.12 The Employer/University Administration and the Union guarantee that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or nonmembership in the Union or participation or nonparticipation in Union activities.

5.13 The Employer/University Administration will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the Union or changing any of the terms and conditions of this Agreement.

ARTICLE VI

DUES CHECKOFF

6.1 The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each bargaining unit member.

6.2 A bargaining unit member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her union dues check-off authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office.

6.3 The Employer/University Administration shall deduct dues from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose dues are transmitted, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

6.4 The Union will indemnify and hold the Employer/University Administration harmless from any and all claims, demands, liability, costs or damages arising from or related to this Article.

6.5 The treasurer of the Union shall submit and certify to the Employer/-University Administration each year the annual dues or agency service fee payable to the Union in lieu thereof.

6.6 An amount equal to one-tenth (1/10th) of the annual dues certified by the Union treasurer pursuant to Section 6.5 shall be deducted monthly from September through June from the pay of bargaining unit members who have consented to said deductions as provided above.

ARTICLE VII

AGENCY FEE

7.1 Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or maintain membership in the Union shall be required to pay to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05), an amount equal to one-tenth (1/10th) of the regular annual dues uniformly charged by the Union as a condition of membership on a monthly basis from September through June inclusive.

7.2 A bargaining unit member may seek conscientious objector status pursuant to appropriate provisions of the Union's constitution. The granting or denial of such status shall not be subject to Article XXV, Grievance Procedure. A bargaining unit member, upon request, may obtain, under M.G. L. Chapter 150E, Section 12, a rebate under current rules of the Massachusetts Labor Relations Commission.

7.3 A bargaining unit member may consent in writing to the authorization of the deduction of the agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her campus personnel office.

7.4 The Employer/University Administration shall deduct the agency fee from the pay of the bargaining unit members who request such deductions in accordance with this Article and transmit such funds in accordance with University policy as of July 1, 1977, to the treasurer of the Union within thirty (30) days after the last day of the month in which the deduction is made together with a list of bargaining unit members whose agency fees are transmitted, provided that the Employer/University Administration is satisfied by such evidence that it may require that the treasurer of the Union has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/-University Administration.

7.5 This Article shall not become operative until the Agreement has been formally executed, pursuant to a vote of a majority of all bargaining unit members in the bargaining unit present and voting.

7.6 Upon the request of the Union, the Employer/University Administration shall suspend for one (1) week without gross pay (1/52nd of annual salary) any bargaining unit member who, after proper annual notice and final demand, has refused to pay the agency fee or failed to challenge its validity by filing a timely charge at the Massachusetts Labor Relations Commission. Within thirty (30) calendar days of receipt of such request, accompanied by proof of notice and of final demand, the President shall notify the Union and the individual bargaining unit members whose names appear on such request

that the one (1) week suspension without gross pay shall occur during the next one (1) available week when classes are not in session. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension.

7.7 Disputes between the parties concerning this Article shall be resolved in accordance with Article XXV, Grievance Procedure. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer/University Administration to pay such agency fee on behalf of any bargaining unit member.

If the arbitrator decides that the bargaining unit member has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the suspension of the bargaining unit member for one (1) week without gross pay (1/52nd of annual salary) and the payment by the Employer/University Administration of an amount equal to the one (1) week's salary into a campus student scholarship trust fund. Awards from said fund shall be made in accordance with student financial aid guidelines and shall be based on the recommendations of a committee composed of one student, one administrative official and one bargaining unit member, to be appointed by their respective constituencies.

7.8 It is specifically agreed that the Employer/University Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and Article VI, Dues Checkoff, and the Union hereby agrees it will indemnify and hold harmless the Employer/University Administration from any costs, claims, actions or proceedings by a bargaining unit member arising from the suspension of a bargaining unit member hereunder or from deductions made by the Employer/University Administration.

ARTICLE VIII

ACADEMIC FREEDOM

8.1 The Employer/University Administration and the Union endorse the principles and spirit of academic freedom as embodied in the 1940 AAUP Statement of Principles as amended and as modified below. The following statement constitutes the provision on academic freedom for the purposes of this Agreement.

8.2 Bargaining unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom in discussing their subjects in the classroom, but they should be careful not to introduce persistently, into their teaching, matter unrelated to their subject.

8.3 Bargaining unit members should remember that the public may judge their profession and the University by their utterances. Hence, they should at all times make every effort to indicate whether or not they are speaking officially for the University.

8.4 Bargaining unit members are entitled to freedom of political belief and/or affiliation.

8.5 A bargaining unit member(s) or department, program, division, center or other comparable administrative unit, as appropriate, shall be entitled to freedom in the selection of textbooks and other materials involved in the performance of its teaching responsibilities.

8.6 Since certain aspects of the information obtained by bargaining unit members in the course of their work can be considered privileged, no bargaining unit member shall be required to disclose such information. The Employer/University Administration shall, within a reasonable time, advise the bargaining unit member of any effort to secure such information obtained by the bargaining unit member.

8.7 A bargaining unit member shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under the First Amendment of the United States Constitution.

8.8 The parties recognize that there shall be no censorship of library materials.

ARTICLE IX

CONSULTATION

9.1 Representatives of the Employer/University Administration shall meet with Union representatives at mutually agreed-upon times to discuss matters of mutual concern. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting.

9.2 The President and/or designee shall meet with Union representatives within the first thirty (30) days of each semester for the purpose of discussing such matters. A written agenda shall be submitted by the Union to the President or designee no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the President or designee.

9.3 Chancellors and/or their designees shall meet with local Union representatives once each month to discuss such matters. Written agendas shall be submitted by the Union to the chancellors or their designees no less than five (5) days before the scheduled date of the meeting. Additional matters for discussion may be placed on the agenda at the discretion of the chancellors or their designees.

9.4 Other consultations may occur by mutual agreement, as needed, between Union representatives and the President or designee, or the chancellors or designees. Similarly, nothing contained herein shall prevent the aforementioned from meeting less frequently, upon mutual agreement.

9.5 The aforementioned principal administrative officials of the University shall make themselves personally available for such meetings within thirty (30) days upon receipt of a written request from the Union.

ARTICLE X

TENURE

10.1 Tenure shall mean the right of the faculty member to continuous employment in an academic position subject to dismissal for just cause.

10.2 All faculty members who hold tenure as a result of previous Employer/University Administration action shall continue in that status as defined in Section 10.1.

ARTICLE XI

FACULTY ROLES AND RESPONSIBILITIES IN PERSONNEL MATTERS

11.1 The faculty shall have primary responsibility in the area of personnel matters. This shall mean the capacity to initiate or review faculty personnel recommendations. Academic administrative officials may make a recommendation or decision counter to the original faculty recommendation only in exceptional circumstances and with compelling reasons in written detail which shall specifically address the content of that recommendation as well as the established standards and criteria.

11.2 The faculty shall have the right to grieve based on the terms and conditions of this Agreement any modification or reversal of such recommendations.

ARTICLE XII

FACULTY PERSONNEL STANDARDS AND PROCEDURES

12.1 High professional standards must be the basis for all personnel decisions. Personnel recommendations and decisions shall be made only after a review of all the qualifications and all the contributions of the individual in the areas of teaching; of research, creative or professional activity; and of service. All three areas must be considered but the relative weight to be given each may be determined in the light of the duties of the faculty member. Final decisions are made only after giving serious consideration to all the materials in the basic file as well as to the professional judgments of the departmental personnel committee, which are and ought to be given great weight.

12.2 In order to maintain the academic excellence of the University, current academic standards and criteria for faculty personnel actions, except as modified in this Agreement, shall remain in effect for the duration of this Agreement.

12.3 The faculty at the departmental level shall establish once each year, in timely fashion, a personnel committee to exercise the responsibilities described in Sections 11.1, 12.1, 12.2, Articles XXI, XXVI and XXXIV. If the faculty at the departmental level is unable or declines to establish a personnel committee, it shall establish an appropriate mechanism, consistent with this Agreement and current standards and procedures.

12.4 In each faculty, college or school, there shall be a personnel committee of the faculty to review departmental level recommendations. The committee shall be chosen by procedures established on each campus in a manner designed to represent the interests of the faculty of each faculty, college or school. Said committee shall forward its recommendation to the appropriate dean.

12.5 In reviews for major personnel actions for faculty -- reappointments through the tenure decision year, promotion to the ranks of associate professor and professor and the award of tenure -- the procedures listed below shall be followed.

(a) Notice of a personnel review for reappointment or tenure shall be sent to the faculty member no later than the end of the third calendar week of the semester in which the review is to be initiated.

(b) As provided in Sections 24.4 and 24.5, a basic file shall be created for each major personnel action. This file shall be supplemented and reviewed at the departmental level and supplemented and reviewed at each successive level of recommendation or decision. The file shall contain the materials listed in Subsection 12.5(f).

(c) The faculty member shall submit to the department/program chairperson/head any and all materials for inclusion in the basic file which he/she believes will be essential to an adequate consideration of the case.

(d) At the departmental level, the chairperson/head shall solicit outside letters of reference drawn from a list of scholars and/or professionals. The list shall include scholars and professionals from among those suggested by the faculty member (if he/she wishes to do so), but the list is not limited to those the faculty member suggests.

(e) The materials in the basic file shall be accessible to the faculty member, with the exception of letters of recommendation to which he/she has voluntarily waived access.

(f) The basic file shall contain the following materials:

(1) When the basic file is forwarded from the departmental level it shall contain:

(a) a table of contents;

(b) a current curriculum vitae (including a bibliography and/or comparable list of professional accomplishments);

(c) copies and reviews of published works and/or evidence of other professional accomplishments;

(d) evaluations of teaching effectiveness, including but not limited to those of students;

(e) letters of reference solicited by the chairperson/-head and a description of the professional standing of the writers of letters of reference from outside the University and a statement of any relationship the writer may have had to the faculty member;

(f) evaluations of service;

(g) any and all materials submitted by the faculty member;

(h) the recommendation and the numerical vote at the departmental level;

(i) the recommendation of the chairperson/head.

(2) At subsequent levels there shall be added the following:

(a) the recommendation and numerical vote of the faculty, school or college personnel committee;

(b) the recommendation(s) and decision of academic administrative officials;

(c) other materials solicited, submitted or received during the review process, including, by way of example, additional materials submitted by the faculty member, additional letters of reference and/or additional information received in response to the invitations issued under Subsections 12.5(m-p). When material is added to the basic file beyond the departmental level, the departmental personnel committee (or other appropriate mechanism) and the chairperson/head shall have the opportunity to respond as to its substance and appropriateness; unless it is protected by waiver, the faculty member shall also have this opportunity.

(g) A copy of the table of contents and the two recommendations from the departmental level shall be sent to the faculty member when the basic file is forwarded from the department.

(h) A copy of the updated table of contents and the recommendation of the faculty, school or college personnel committee shall be sent to the faculty member and to the department when the basic file is forwarded to the dean.

(i) A copy of the updated table of contents and the recommendation of the dean shall be sent to the faculty member, the chair of the faculty, school or college personnel committee and the department when the basic file is forwarded to the provost or the chancellor.

(j) [illegible] chancellor and/or the provost, [illegible] member, the dean, the chair of the faculty, school or college personnel committee and the department at the time the decision is made.

(k) A copy of the updated table of contents and the recommendation of the chancellor and/or the provost shall be sent to the faculty member, the dean, the chair of the faculty, school or college personnel committee and the department when the chancellor or the provost forwards a recommendation for tenure to the President.

(l) A copy of the updated table of contents and the decision of the President shall be sent to the chancellor and/or the provost, the dean, the chair of the faculty, school or college personnel committee, the department and the faculty member when the President has made a decision in the case of a recommendation for tenure forwarded by the campus.

(m) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the faculty, school or college personnel committee shall consult with the department.

(n) Prior to making a recommendation that may be contrary to either of the recommendations forwarded from the departmental level, the dean shall invite the department to provide additional information for the basic file or clarification of the recommendation.

(o) Prior to making a recommendation or decision that may be contrary to either of the recommendations forwarded from the faculty, school or college level, the chancellor or provost shall invite the dean to provide additional information for the basic file or clarification of the recommendation.

(p) Prior to reversing the recommendation of the chancellor and/or the provost for tenure, the President shall invite the chancellor and/or provost to provide additional information for the basic file or clarification of the recommendation.

12.6 The Employer/University Administration shall not establish a tenure quota. However, the Employer/University Administration reserves the right in making personnel decisions (1) to consider institutional need and flexibility, as well as departmental affirmative action goals (considering the nature of the positive contribution that affirmative action is able to make to the diversity of perspective that is essential to the well-being of the department and the University

community) and (2) to establish long-range plans to ensure that institutional flexibility is preserved; provided, however, that:

(a) the faculty shall be given the opportunity to contribute to the development of long-range plans;

(b) all officially adopted (i.e., by the Board of Regents or board of Trustees) long-range plans from departments/programs, colleges, campuses, University and Board of Regents shall be made available on request to individual faculty members, governance bodies and the Union; and

(c) when such plans are used in conjunction with a tenure recommendation or decision, the basic relevance of the plan is to demonstrate that the personnel action is not inconsistent with the long-range interests of the University.

ARTICLE XIII

FACULTY ROLES AND RESPONSIBILITIES IN ACADEMIC MATTERS

13.1 By virtue of its professional preparation and its central concern with learning, teaching and scholarship, the faculty will exercise primary responsibility in academic matters (e.g., curriculum, subject matter, methods of instruction).

13.2 The enumeration of certain rights and privileges of faculty members in this Agreement shall not be construed to deny or diminish the existing rights, privileges and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy (i.e., academic matters).

13.3 The Employer/University Administration shall maintain and utilize appropriate mechanisms consistent with current practices for eliciting advice from the faculty on academic matters and may charge appropriate faculty groups and individuals with academic responsibilities consistent with the terms and provisions of this Agreement and M.G.L. Chapter 150E.

ARTICLE XIV

APPOINTMENT AND REAPPOINTMENT FORM: TERMS AND CONDITIONS OF EMPLOYMENT

14.1 The terms and conditions of every appointment to a bargaining unit position shall be stated in the Approved Offer and Acceptance Form. The terms and conditions of every reappointment shall be stated in the approved reappointment form. The appropriate form shall be signed by the department chairperson/head and by the appropriate dean or director of libraries and by other appropriate academic administrative officials as required. The signed form shall constitute the commitment of the Employer/University Administration for the specific bargaining unit appointment or reappointment. The form shall be countersigned by the candidate or bargaining unit member, as the case may be, and such countersignature shall signify said person's understanding and acceptance of the terms and conditions of the appointment or reappointment.

14.2 The form shall include:

(a) a description of the explicit terms of the appointment or reappointment and whether or not the appointment is with tenure or is a tenure track appointment or reappointment;

(b) the effective date of the appointment or reappointment and whether it is a calendar or an academic year appointment or reappointment;

(c) whether the appointment or reappointment is full-time or part-time and, if part-time, the proportion the appointment bears to a full-time appointment;

(d) credit toward tenure, if any;

(e) the expiration date of the current probationary contract term and the tenure decision year if the appointment or reappointment is without tenure and is on a tenure track;

(f) the rank of the appointment or reappointment;

(g) the beginning salary;

(h) a job description indicating the teaching, research or scholarly activity, and service responsibilities for faculty or appropriate counterpart for librarians as set forth in this Agreement;

(i) whether or not the appointment or reappointment is to a bargaining unit position and therefore governed by the terms and conditions of this Agreement; and

(j) whether or not the appointment is a joint appointment and if a joint appointment, the following:

(1) the department(s) that will make the recommendation regarding tenure;

(2) the process by which personnel recommendations will be initiated and acted upon;

(3) the percentage of responsibility in each unit; and

(4) if it is not a joint committee that initiates the personnel recommendation, a statement that the department initiating the personnel recommendation shall invite the other department, in writing, to submit written materials and to make an oral presentation.

14.3 For the duration of this Agreement, the ratio of visiting full-time faculty to full-time faculty shall not exceed the ratio of 1:25 over two consecutive semesters.

ARTICLE XV

FACULTY WORKLOAD

15.1 The goals of the University require that the average workload for faculty members consist of three basic elements: (a) the basic instructional workload, (b) research, creative or professional activity and (c) service both on and off the campus.

15.2 Subject to the provisions of this Agreement and to budgetary constraints, the Employer/University Administration shall, as a high academic priority, maintain the goal of achieving a student-faculty ratio appropriate to a high quality of education and fulfilling the mission of the University.

15.3 Instructional workload assignments to faculty members shall reflect (a) the academic needs of the department or program, (b) the faculty member's qualifications and expertise and (c) the faculty member's professional interests.

15.4 The number of classroom contact hours, class size and total number of students taught by each faculty member are expected to vary widely among and within schools and departments, depending on the nature of the subject or activity being taught and upon the amount of teaching assistance provided (in the form of teaching assistants, graders, etc.). The average faculty workload practices of the various departments/programs in the recent past shall remain in effect for the duration of this Agreement.

15.5 The Employer/University Administration recognizes the central fact, common to all institutions of higher education, that, generally, one (1) hour of scheduled instruction by a faculty member requires several hours of instruction-related work which takes place outside the classroom. This includes preparation and ongoing revision of teaching material, remaining professionally up to date, as well as being available to students both through scheduled office hours and other traditional methods of student-faculty contact. These activities are expected of all faculty members and are taken into account in the assignment of instructional workloads.

15.6 The regularly scheduled instructional workload as described in Sections 15.1 through 15.5 may include such non-scheduled instruction as the supervision of internships, fieldwork, dissertations and theses, external degree contracts and competencies, honors projects, independent study programs, instruction in special programs and direction and/or coordination of laboratories and/or multi-sectional courses. In accordance with past practice and procedures, certain faculty members may be involved in pre-college programs, continuing and adult education, summer session and extension activities as a part of their basic instructional workload.

15.7 A faculty member shall be assigned courses to teach in his/her area(s) of expertise as much as possible. An individual faculty member's rank, status and seniority shall not be the controlling factors in said assignment of courses.

15.8 The Employer/University Administration recognizes the contribution which can be made by the faculty regarding the development of faculty teaching schedules. Accordingly, within assigned space allocations, faculty teaching schedules shall be developed at the department/program level in accordance with procedures established within said department or program. These procedures shall insure that each affected faculty member shall have prior and reasonable consultation regarding his/her schedule. Schedules must be in accordance with and in response to student needs and the needs of the University's academic program.

These schedules shall then be submitted to the appropriate dean or designee for approval. If the dean or designee wishes to revise the schedule developed by the department/program: (a) an opportunity will be provided for discussion; and (b) reasons shall be provided and they shall not be arbitrary or capricious.

15.9 In determining instructional workloads, the faculty member's research commitment, service contributions and prior instructional workload shall be taken into account to determine whether these warrant adjustment of instructional workload.

15.10 Faculty members on active appointment are expected to participate in: (a) student orientation, (b) registration and (c) commencement.

ARTICLE XVI

PERFORMANCE OF BARGAINING UNIT WORK

16.1 Academic administrative officials who wish to teach and/or perform any other form(s) of bargaining unit work may do so in coordination and with the approval of the department involved, but in no case if it jeopardizes the employment of current bargaining unit members.

16.2 Graduate students are granted teaching and research assistantships and associateships for the purpose of providing financial support and training for the individual graduate students, enhancing the overall graduate programs of the University and providing academic support for faculty. These considerations shall constitute the primary rationale for the distribution of such support among the academic departments and the assignment of the individual graduate students. Such distribution and assignment shall not be effected in such a manner as to displace an incumbent bargaining unit member.

ARTICLE XVII

FAILURE TO PERFORM MINIMUM ASSIGNED DUTIES

17.1 Subject to the provisions of this Agreement, in cases where an individual faculty member/librarian fails, in the opinion of the Employer/University Administration, to perform the minimum assigned duties (e.g., for instructional faculty, the failure to meet classes, keep office hours, advise students and maintain other traditional methods of student-faculty contact; for research/extension/service faculty or librarians, the failure to meet pertinent schedules of work), the following procedures shall apply.

17.2 When an appropriate academic administrative official is concerned about a faculty member's/librarian's alleged failure to perform specific minimum assigned duties, the appropriate academic administrator shall informally discuss the matter with the affected faculty member/librarian.

17.3 In the event that the matter has not been resolved pursuant to Section 17.2 and, in the judgment of the Employer/University Administration, the faculty member/librarian has not shown improved performance relative to the alleged failure to perform specific minimum assigned duties, the following actions may be taken:

(a) The faculty member/librarian will be notified in writing by the appropriate academic administrative official of the specific minimum assigned duties which the faculty member/librarian has allegedly failed to perform. Said notice shall include the factual basis for the allegations;

(b) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian in writing that he/she is being penalized financially in an amount not to exceed one (1) percent of the individual's base annual salary;

(c) If, in the opinion of the Employer/University Administration, the faculty member/librarian continues to neglect his/her specific minimum assigned duties after the imposition of the penalties imposed under Subsection 17.3(b) and after a reasonable period of time, the appropriate academic administrative official shall notify the faculty member/librarian in writing that his/her appointment will be reduced by an amount commensurate with the proportion of specific minimum assigned duties not being performed;

(d) Appropriate actions taken under Subsections 17.3(b) and (c) may be retroactive to the date of the first written notice to the faculty member/librarian.

17.4 Any action taken under this Article shall be taken only for just cause. This Article shall be utilized only in rare instances and for demonstrated and continued malfeasance in the performance of the above-mentioned specific minimum assigned duties.

ARTICLE XVIII

SUSPENSION AND TERMINATION FOR DISCIPLINARY REASONS

18.1 The appointment of a faculty member/librarian may be suspended or terminated if there is found to be just cause for such action(s). Suspensions for failure to pay the agency fee required by Article VII, Agency Fee, are not covered by this Article; such suspensions are covered in Article VII, Agency Fee.

18.2 Activities of a faculty member/librarian protected by the principles of academic freedom incorporated into Article VIII of this Agreement shall not constitute just cause for suspension or termination.

18.3 Until the final decision on suspension or termination of a faculty member/librarian has been reached, the faculty member/librarian shall continue at full pay. If in the judgment of the Employer/University Administration the continued service of the bargaining unit member would do serious harm to the University, the bargaining unit member may be relieved of duties.

18.4 A faculty member/librarian on an academic year appointment who is finally determined to have been terminated shall receive compensation equivalent to the proportion of the academic year served at the time that the determination becomes final.

18.5 Suspension or termination for just cause shall be made consistent with due process standards. Actions under this Article are grievable. In order to facilitate prompt resolution of such grievances, cases shall proceed immediately to Level One (chancellor) of the formal procedure for grievances in Article XXV, Grievance Procedure.

ARTICLE XIX

WORKING CONDITIONS

19.1 The Employer/University Administration agrees to provide working conditions that meet health and safety standards provided for in applicable state and federal statutes. When a condition is found not to meet such standards, the Employer/University Administration agrees to remedy such conditions as soon as possible and within budgetary constraints; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger.

19.2 Subject to the availability of funds, the Employer/University Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

19.3 The Employer/University Administration agrees to provide to the Union on an annual basis an accounting of the sources and distribution of indirect funds derived from the procurement of grants and other external funding awards.

ARTICLE XX

LIBRARIANS

20.1 The Employer/University Administration recognizes that librarians are a closely allied professional group whose ultimate academic support function of aiding and furthering the educational and scholarly goals of the University in its three-fold educational mission of teaching, research and service, converges with that of the faculty, although pursued through different means and in a different manner.

20.2 Definitions

20.2.1 Librarian is defined as a bargaining unit member with the title of Librarian I, II, III, IV or V.

20.2.2 Professional librarian work experience, as used in this Article, is defined as employment at an academic, research or specialized library in a job capacity recognized as professional.

20.2.3 Total years of previous experience, as used in this Article, is defined as years of professional librarian work experience prior to employment at the University or other relevant work experience which is directly related to the qualifications of the specific position.

20.2.4 Credit for prior experience, as used in this Article, is defined as those years of total previous experience credited toward rank upon initial appointment, which credit shall not exceed three (3) years.

20.2.5 Length of service at the University, as used in this Article, is defined as the total number of years in the ranks of Librarian I through V at the libraries of the University.

20.2.6 Years of service in rank, as used in this Article, is defined as the total number of years in a given librarian rank at the University.

20.2.7 Year, as used in this Article, in calculating years of previous experience or service, shall be defined as twelve (12) months of employment at thirty-five (35) or more hours a week. Anything less shall be pro-rated.

20.2.8 Personnel action, as used in this Article, is defined as reappointment, non-reappointment, promotion, and merit/equity salary increases pursuant to Article XXVI, Salaries.

20.3 Committees

20.3.1 Librarians Personnel Committee

A. Each year the librarians in the bargaining unit on each campus shall elect a Librarians Personnel Committee (LPC) not to exceed five (5) members and one alternate, for the purpose of making recommendations to the Director of Libraries (DOL) in personnel actions as set forth herein. This committee shall serve from July 1 through June 30 and the DOL shall be notified by July 1 of the members elected to serve.

Whenever the DOL is considering making a recommendation or decision counter to the original recommendation of the LPC in those personnel actions specified in Subsection 24.4(b), the DOL shall invite the LPC to provide additional information for the basic file or clarification of the recommendation in question.

Whenever the provost is considering making a decision counter to either the recommendation of the LPC or the recommendation of the DOL in those personnel actions specified in Subsection 24.4(b), the provost shall invite the DOL to provide additional information for the basic file or clarification of the recommendation in question.

The DOL or other administrative official shall make a recommendation or decision counter to the original recommendation of the LPC only in exceptional circumstances and with compelling reasons in written detail, which shall specifically address the content of that recommendation as well as the established standards and criteria.

In addition, the LPC may make recommendations for sabbatical leaves and, pursuant to Subsection 20.4.2, recommendations for initial appointments and for the number of years of credit for prior experience that should be granted toward rank upon a librarian's initial appointment. Neither these recommendations nor decisions counter to them shall be grievable.

B. Generally, the LPC may meet once every other week for a maximum of five (5) consecutive hours, but when needs dictate it may meet more frequently or for longer periods in order to meet the timelines set forth in Section 20.11, provided the total time in a year is not more than one hundred (100) hours. The activities of the LPC shall be scheduled so as not to interfere unduly with the services provided by the library. Additional time beyond five (5) hours per meeting, one (1) meeting every other week or one hundred (100) hours per year shall be based upon mutual agreement between the LPC and the DOL.

C. The LPC shall supersede all personnel-related committees established prior to the effective date of this Article.

20.3.2 Other Committees

The Employer/University Administration retains the right to seek the advice and counsel of an individual or group of librarians on matters of mutual interest, consistent with this Agreement and the requirements of M.G.L. Chapter 150E.

20.4 Appointments

20.4.1 Posting of Vacancies

A. When a vacancy is to be filled, notice of all such vacancies in librarian positions within the bargaining unit shall be posted on a designated bulletin board in each of the University's libraries with a description of the position. In addition, the job opportunity sheet shall be forwarded to the Union office on each campus.

B. The recruitment procedures and filling of vacancies shall conform to applicable affirmative action guidelines.

20.4.2 Procedure

The LPC shall have the opportunity to review the application files of every applicant for any vacant bargaining unit position in the libraries. After consulting the LPC, the DOL and the departmental supervisor shall select the candidates to be interviewed for the position. The LPC shall have the opportunity to interview all final candidates and to recommend to the DOL and the departmental supervisor the order of preference in which the final candidates should be offered the position. When appropriate the LPC may recommend the number of years of credit for prior experience that should be granted toward rank.

20.4.3 Criteria

Initial Appointment Criteria

A. For appointment as Librarian 1, a candidate must have satisfied all the requirements of a master's degree in library science -- or its historical antecedent -- from a library school accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; and have qualifications appropriate to the specific job description.

B. For appointment as Librarian II, a candidate must have a master's degree in library science -- or its historical antecedent -- from a library school accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or have appropriate equivalent experience; normally have two (2) years of experience as a professional librarian in this or another academic, research or specialized library; and have qualifications appropriate to the specific job description.

C. For appointment as Librarian III, a candidate must have a master's degree in library science -- or its historical antecedent -- from a library school accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience; normally have five (5) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

D. For appointment as Librarian IV, a candidate must have a master's degree in library science -- or its historical antecedent -- from a library school accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or, in exceptional circumstances, have appropriate equivalent experience; normally have ten (10) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; and have qualifications appropriate to the specific job description.

E. For appointment as a Librarian V, a candidate must have a master's degree in library science -- or its historical antecedent -- from a library school accredited by the American Library Association, or its appropriate equivalent in librarianship from another country, or in exceptional circumstances, have appropriate equivalent experience; normally have fourteen (14) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in an appropriate field of library specialization; demonstrated excellence in librarianship and individual specialization; and have qualifications appropriate to the specific job description.

20.4.4 Initial Contract Length

A. Individuals appointed full-time and part-time to the position of Librarian I or II shall be granted an initial contract of at least twelve (12) months, but may be granted a contract of up to twenty-four (24) months at the discretion of the Employer/University Administration.

B. Individuals appointed full-time and part-time to the position of Librarian III, IV or V shall be granted an initial contract of at least twelve (12) months, but may be granted contracts of up to thirty-six (36) months at the discretion of the Employer/University Administration.

C. All such initial contracts mentioned in Subsections 20.4.4A and B shall be granted so that the contracts expire on July 1.

D. Individuals appointed to the positions of Librarian I through V for the purpose of carrying out a specific project or to fill a short-term need shall be appointed for no longer than twenty-four (24) months. Individuals appointed to such temporary positions shall be included in the bargaining unit upon appointment only when their initial appointment is for a

period longer than one (1) year. Individuals appointed to such temporary positions with initial appointments of one (1) year or less shall become members of the bargaining unit upon completion of nine (9) calendar months of service.

E. All individuals appointed to permanent part-time Librarian I through V positions shall be included in the bargaining unit and shall receive pro-rated salary and fringe benefits, as appropriate.

20.5 Evaluation

20.5.1 Each librarian shall be reviewed annually on the agreed-upon form entitled "Annual Report and Evaluation for Librarians." This review shall be in accordance with the timeline for personnel actions.

20.5.2 The librarian shall receive a copy of the completed evaluation form.

20.5.3 Personnel actions shall be based on the evaluation of assigned duties and responsibilities on the evaluation form and other relevant materials gathered in accordance with past practice in the campus library.

20.5.4 Except for the failure to evaluate a bargaining unit librarian according to his/her assigned duties and responsibilities, the provisions of Subsection 20.5.3 shall not be subject to Article XXV, Grievance Procedure.

20.6 Reappointments

20.6.1 In accordance with Subsection 20.3.1, the LPC shall make recommendations on reappointments and non-reappointments in conformity with Section 20.11, Timelines. The LPC shall forward its recommendations in writing to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward his/her recommendation and the recommendation of the LPC to the provost. Copies of the recommendations shall be sent to the librarian and the LPC at the same time they are sent to the next level of review. A copy of the provost's decision shall be sent to the librarian and the LPC.

20.6.2 After completion of the initial appointment, a librarian shall be eligible for reappointments with a term of either two (2) or three (3) years, expiring July 1, provided that the librarian has exhibited satisfactory performance as demonstrated through his/her annual review (using the form set forth in Subsection 20.5.1), unless timely notice is given of intent to non-reappoint or to reappoint for a shorter period.

20.6.3 After demonstrated satisfactory completion of six (6) or more years of service, as of July 1, the librarian is eligible for a five-year reappointment. In order to obtain a five-year reappointment, a librarian must demonstrate a high degree of competence in the performance of his/her duties as demonstrated through his/her annual review.

20.6.4 Once a librarian is given a five-year reappointment, such reappointment shall be renewable only for successive five-year terms unless timely notice is given in writing of intent to non-reappoint or to reappoint for a shorter period, either of which shall be only for just cause.

20.7 Promotions

20.7.1 Procedures for Promotion

A. In consultation with the LPC, the DOL shall determine the promotional opportunities which will be available in the library for each year and shall communicate these opportunitites to the LPC. The staffing needs of the library shall be of paramount importance in establishing these opportunities.

B. A librarian may become a candidate for promotion by self-nomination or by accepting nomination by the immediate supervisor, the LPC or the DOL or his/her designee. A nomination for promotion shall be sent in writing to the DOL.

C. The LPC shall consider each candidate for promotion and shall forward its written recommendation to the DOL. After considering the LPC recommendation and relevant materials, the DOL shall forward all recommendations in writing to the provost for action. In the case of promotions to Librarian V, all recommendations shall be forwarded to the chancellor.

D. The procedure set forth in Subsections 20.7.1A and B shall be in accordance with the timelines as set forth in Section 20.11.

20.7.2 Criteria for Promotion

A. A promotion is defined as a change in rank as a librarian from one rank to the next higher rank.

B. In order to be considered for promotion, a librarian must meet the requirements of the rank in question as set forth in Subsections 20.4.3A through E and the following experience requirements:

To Promote To	Minimum Total Years of Previous Experience and Length of Service To University	Minimum Years of Service in Rank
Librarian II	2	1
Librarian III	5	2
Librarian IV	10	3
Librarian V	14	3

C. Promotions will be primarily based on meritorious performance of duties and responsibilities; and secondarily on meritorious performance of professional growth and development and service activities which are directly related to the librarian's assigned duties and responsibilities as demonstrated in the annual review.

20.8 Notice

20.8.1 The Employer/University Administration shall provide each librarian with notice of reappointment or non-reappointment as follows:

Length of Continuous Service to the University	Minimum Notice Required Prior to Expiration of Appointment
Up to one year	3 months
More than one but less than six years	6 months
Six or more years (and not covered below)	12 months
Librarian serving on second or subsequent five-year contract	24 months

20.8.2 Notice of Resignation

A librarian who wishes to resign shall give the following minimum notice to the University prior to the expiration of appointment:

Length of Service at the University	Minimum Notice Required
Up to one year	30 days
More than one year but less than six years	60 days
Six years or more	90 days

20.8.3 Continuous service shall be broken only by resignation, termination or non-reappointment.

20.9 43 Week Workyear

20.9.1 Librarians who desire to be employed on less than a twelve (12) month basis may make written application to the DOL for conversion to a 43-week workyear no later than six (6) months prior to the effective starting date of the requested 43-week workyear. Such requests shall not be deemed a personnel action subject to a Subsection 20.3.1 A. Approval or disapproval of the request shall be given in writing by the DOL no later than three (3) months prior to the requested effective date. In making the decision, the DOL shall give consideration to the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the number of 43-week workyears previously awarded to the librarian and years of satisfactory service. Where such requests are denied, specific reasons will be provided in writing to the librarian. Such denials shall not be subject to Article XXV, Grievance Procedure.

20.9.2 Librarians awarded a 43-week workyear shall receive a salary of eighty-five (85) percent of the then current 52-week contract salary. Such salary shall be paid over a 52-week period, and fringe benefits as applicable shall be appropriately pro-rated.

20.9.3 No librarian shall be required to convert to a 43-week workyear.

20.10 Workload

20.10.1 The workload for librarians shall be a maximum of thirty-seven and one-half (37.5) hours per week. The scheduling of librarians' working hours shall be the right of the DOL or designee. The development of the working schedule shall take into account the following factors: the need of the library to perform its service obligations to the University community, the librarian's professional specialization, the years in rank of the librarian and his/her preference. To the extent possible there shall be equitable treatment in the scheduling of librarians' hours.

20.10.2 Each librarian who wishes release time to pursue advanced study, research or teaching, or to attend professional meetings, shall make written application to the DOL at least twenty (20) days prior to the requested date for release. The request shall specify the reasons for the request, the activities to be undertaken, the benefit to the library and the amount of release time necessary to complete the project. The DOL shall provide his/her written decision to the librarian within ten (10) days of receipt of the request.

20.11 Timelines

The DCL shall formulate a timeline for personnel actions no later than September 1 of each year. The timeline for personnel actions beyond the level of the DCL shall be in accord with the campus master calendar.

20.12 Vacation Leave

For bargaining unit librarians, paid vacation shall be twenty-two (22) days a year accumulated on a monthly basis and credited to bargaining unit librarians on the last Saturday of the calendar month during which such vacation leave accrued. One (1) additional day a year shall be added to the vacation leave benefits available to a bargaining unit librarian upon the completion of five (5), ten (10) and twenty (20) years of service, respectively. In no event shall the credited vacation leave of a bargaining unit librarian exceed sixty-four (64) days. Any unused vacation leave to exceed sixty-four (64) days will automatically be converted to paid sick leave.

20.13 Effective Date

In no case shall the terms of this Article abrogate notice and other actions properly given under University procedures in effect prior to the effective date of this Article, nor shall the Employer/University Administration be held to the requirements set forth herein where the effective date of this Article makes compliance with such requirements impossible or impracticable to fulfill.

ARTICLE XXI

PART-TIME FACULTY

21.1 Part-time faculty who, during the course of their current employment as part-time faculty are employed as half-time or who, during the course of their current employment as part-time faculty, have taught five (5) courses over three (3) consecutive semesters shall be members of the bargaining unit. The provisions of this Agreement shall apply solely to bargaining unit part-time faculty. The bargaining unit status of part-time faculty shall not be affected by:

(a) a temporary interruption of service of two (2) semesters or less caused by the Employer/University Administration;

(b) a temporary interruption of service of two (2) semesters or less for professional development recommended by the chairperson/head and approved by the dean;

(c) a temporary interruption of service of one (1) semester for purposes of introducing a new child -- natural, adoptive or foster -- into the household.

21.2 Faculty who are employed on a part-time basis shall be entitled to appropriate fringe benefits in accordance with state rules, regulations or statutes.

21.3 The parties agree to establish a University-wide commission, composed of three (3) members appointed by the Union and three (3) members appointed by the Employer/University Administration, which shall explore during the term of this Agreement all aspects of part-time employment, including the possibility of extending health benefits to part-time bargaining unit members.

21.4 Part-time faculty members' workload shall normally consist of teaching and directly related responsibilities, such as regularly scheduled office hours and normal extra-classroom instructional assistance to students. In cases where part-time faculty perform additional workload assignments, such assignments and the compensation to be paid shall be mutually agreed upon by the Employer/University Administration and the part-time faculty member and shall be specified on his/her appointment and reappointment forms.

21.5 Subject to the availability of funds and programmatic and scheduling need for part-time faculty, the department chairperson/head shall, in conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, establish prioritized lists of names for hiring part-time faculty. Each department/-program shall establish evaluation procedures as provided in Sections 21.5 through 21.8 to guarantee that such individuals perform satisfactorily in order to be eligible for future hirings. Subject to the above conditions, the department/program shall, when feasible, recommend the hiring of bargaining unit part-time faculty before hiring non-bargaining unit part-time faculty. Such recommendations shall be forwarded to the dean for review and appropriate action.

21.6 In conjunction with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, the department chairperson/head and academic administrative officials, as appropriate, shall evaluate part-time faculty at least once annually on an appropriate form. The form will provide an appropriate space for the evaluation of any assigned duties other than teaching.

21.7 During a part-time faculty member's annual review, the departmental personnel committee or, where one does not exist, any other appropriate mechanism, shall examine the part-time faculty member's performance in teaching, including student evaluations. Each department shall develop or adopt one or several forms appropriate to the evaluation of part-time teaching in that department, as well as procedures for the administration of student evaluations of part-time teaching.

21.8 Upon the request of a part-time faculty member, the chair of the departmental personnel committee or, where one does not exist, any other appropriate mechanism, or the chairperson/head shall meet once with the part-time faculty member to discuss or obtain information with regard to the faculty member's performance and/or the written comments already provided. Each part-time faculty member retains the right to respond in writing to any written comments by any individual or group of individuals on his/her evaluation form and to have the response affixed to the evaluation.

21.9 Student evaluations of part-time faculty shall be kept on file in the department or program office for a period of three (3) years.

21.10 When a course usually taught by a full-time faculty member requires staffing and the Employer/University Administration, after consulting with the departmental personnel committee or, where one does not exist, any other appropriate mechanism, determines that this course can best be taught by currently employed qualified part-time bargaining unit members, they shall be offered the assignment in order of the priority lists provided for in Section 21.5.

21.11 Once the scheduling for a semester begins, the chairperson/head shall, upon request, provide a part-time faculty member with an estimate of the department's need for part-time faculty for the semester being planned and the likelihood of the individual's being hired for that semester.

21.12 Upon request, the chairperson/head shall indicate a part-time faculty member's position on the prioritized lists for part-time hiring.

21.13 Effective September 1, 1984, and subject to Section 21.5 and where a past history in the department/program demonstrates a continuity of need, the Employer/University Administration will increase the percentage of academic year contracts for bargaining unit part-time faculty to a minimum of thirty-five (35) percent of the total of such positions in the bargaining unit on each campus during the term of this Agreement.

21.14 Sections 21.6 and 21.9 shall not be grievable pursuant to Article XXV, Grievance Procedure. Section 21.4 may be grieved only through Level Two of the grievance procedure in Article XXV.

ARTICLE XXII

RETRENCHMENT

22.1 Introduction: The parties agree that the Employer's/University Administration's right to institute retrenchment in a financial exigency carries with it the obligation, as befits a step with such serious consequences for the institution and for individuals, to seek the advice of faculty, librarians and other affected constituencies before and during such actions, to search for alternative measures to effect the desired ends, to attempt to safeguard the constitutional and property rights of faculty and librarians in continued employment and to preserve, to the greatest extent possible, the quality of the educational process at the University.

22.2 Definition: For purposes of this Article, "retrenchment" shall be defined as the involuntary reduction or abrogation by the Employer/University Administration of a contract of a non-tenured bargaining unit member prior to the expiration date of his/her current period of appointment or the involuntary reduction or abrogation by the Employer/University Administration of a contract of a tenured bargaining unit member, subject to the recall and other provisions of this Article. "Retrenchment" shall not include suspension, reduction in appointment or termination pursuant to Articles VII, XVII or XVIII of this Agreement. No bargaining unit librarian shall hold retrenchment rights superior to bargaining unit [illegible]rians on five-year just cause contracts.

22.3 Effect of Article: In the event that the provisions of this Article conflict with any other provision(s) of this Agreement, the provisions of this Article shall prevail.

22.4 Procedures for Retrenchment for Financial Reasons:

(a) The procedures in Section 22.4 shall apply in all instances where the Employer/University Administration anticipates that retrenchment for financial reasons may be necessary.

(b) If the Employer/University Administration determines that retrenchment for financial reasons may be necessary, it shall so notify the Union, governance bodies and other appropriate faculty/librarian groups and shall provide said groups with a preliminary retrenchment plan, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

(c) Accurate information, statistics and/or financial data related to such plan shall be made available by the Employer/University Administration for inspection and/or copying upon request of the above groups.

(d) The Employer/University Administration shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary retrenchment plan, to receive advice from the above groups.

(e) If, after having considered the advice of the above groups, the Employer/University Administration determines that retrenchment remains necessary, the Employer/University Administration shall

issue a final retrenchment plan, which shall state the units in which retrenchment shall occur, the extent of retrenchment in each such unit and, if known, the projected duration of retrenchment. In developing the final retrenchment plan, the Employer/University Administration shall address the following considerations:

(1) the mission of the affected unit(s) and how circumstances have altered that mission;

(2) the dependence of other unit(s) of the University on the unit(s) affected;

(3) duplication elsewhere in the University of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

(4) arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;

(5) possible consequences to the stature of the University;

(6) status of faculty or librarians involved and their possibilities of re-employment elsewhere in the University;

(7) the problems inherent in making programmatic decisions within the time constraints imposed;

(8) the advisability of program curtailment as opposed to program abolition.

(f) Once a determination has been made to retrench bargaining unit members within a particular unit, the order of retrenchment of bargaining unit members within said unit shall be:

(1) Part-time bargaining unit members, temporary bargaining unit members and bargaining unit members on terminal appointments;

(2) Probationary full-time faculty and librarians not serving on five-year reappointments; and

(3) Tenured faculty and librarians serving on five-year reappointments.

(g) In selecting among bargaining unit members within categories in Subsection 22.4 (f) (2) and (3), the order of retrenchment shall be in inverse order of seniority, provided that the Employer/University Administration may disregard said order if the Employer/University Administration determines that continued employment of a bargaining unit member(s) is essential to:

(1) the mission and purpose of the unit or the University;

(2) the integrity or operation of the unit; or

(3) the campus affirmative action goals.

The Employer/University Administration shall notify the Union of each such exemption claimed.

22.5 Procedures for Retrenchment for Programmatic Reasons:

(a) The procedures in Section 22.5 shall apply to all instances of retrenchment not subject to Section 22.4.

(b) It is the responsibility of the Employer/University Administration to determine which academic and library units are appropriate to the educational mission of the University. The Employer/University Administration may determine that a particu-

(3) With regard to bargaining unit faculty, the Employer/-University Administration recognizes the desirability, whenever possible, of establishing retrenchment dates which coincide with the end of an academic semester so as to minimize the disruption of teaching.

(4) Notwithstanding Subsection 22.6 (a)(1) and (2), notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment. A bargaining unit member who has been given notice of retrenchment will, upon request, be released without pay at the end of any semester or session, even though the notice period has not yet expired.

(5) Where appropriate, the written notice of retrenchment specified above shall contain affirmation that the individual bargaining unit member's retrenchment resulted from factors unrelated to the individual's merit or good standing and shall contain either the date of resumption of employment or a statement that the retrenchment period is indefinite in duration.

(6) Once notice of retrenchment for financial reasons has been given, the Employer/University Administration and the affected bargaining unit member by mutual agreement may abbreviate said notice period by agreeing to a lump sum payment of sixty (60) percent of the bargaining unit member's weekly salary for each week the notice period is shortened.

(b) The Employer/University Administration shall make a reasonable effort to locate employment for retrenched bargaining unit members within the University. The Employer/University Administration shall also establish a single out-placement office for the University.

(c) Upon request, full-time bargaining unit members who are retrenched may have their names placed on a recall list for a period of three (3) years from their dates of retrenchment. Qualified full-time bargaining unit members whose names are on the recall list shall be given an opportunity, in inverse order of retrenchment within the unit, to be reinstated to available positions in their retrenchment unit. Any full-time bargaining unit member who refuses such an employment opportunity shall be removed from the list. Any offer of employment pursuant to this section must be accepted within fourteen (14) days after the date of receipt of the offer.

(d) All full-time bargaining unit members on the recall list shall be regularly sent bargaining unit position vacancy announcements. For this purpose, it shall be the responsibility of the bargaining unit members to keep the Employer/University Administration advised of their current addresses.

(e) A tenured faculty member recalled to employment in his/her retrenchment unit shall return with tenure. A librarian on a five-year contract recalled to employment in his/her retrenchment unit shall return with a five-year contract.

(f) The Employer/University Administration shall provide information and assistance for applying for unemployment compensation upon request of a retrenched bargaining unit member.

(g) All bargaining unit members who are recalled shall regain eligibility for sabbatical leave, if any, which they possessed at the time of retrenchment, as well as accrued seniority and eligibility for other benefits consistent with state law.

22.7 Grievances: The procedures of this Article shall be grievable with the following exceptions:

(a) A complaint concerning the application to an individual(s) of the order of retrenchment within a retrenchment unit(s) pursuant to Subsections 22.4(f), 22.4(g) and 22.5(d) shall be heard by the chancellor and/or his/her designee and shall not be subject to Article XXV, Grievance Procedure;

(b) The substance of the preliminary retrenchment plan and the final retrenchment plan shall not be subject to Article XXV, Grievance Procedure;

(c) The introduction to this Article shall not be subject to Article XXV, Grievance Procedure.

22.8 Seniority: For purposes of this Article, seniority shall be defined as the length of continuous service at the University and/or seniority credit granted by the General Court to former Boston State College faculty/librarian employees. Continuity of service shall not be deemed broken by periods of authorized leave, and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken by an individual's

period of retrenchment, but additional seniority shall not accrue during such periods of retrenchment.

22.9 The parties agree to a joint committee having as its charge the development and prioritization of a list of alternatives to retrenchment, which list upon acceptance by both parties shall become part of this Article. The committee shall be composed of two (2) bargaining unit members chosen by the Union and two (2) members chosen by the Employer/University Administration.

22.10 Bargaining unit members shall not be subject to retrenchment by the Employer's/University Administration's use of non-bargaining unit members to perform bargaining unit work within the retrenchment unit.

22.11 The University shall maintain a hiring freeze on all administrative, professional and bargaining unit positions during a retrenchment for financial reasons except for filling critical need vacancies.

ARTICLE XXIII

NO STRIKE

23.1 The Union will not call, cause, assist, encourage, participate in, condone, ratify or sanction nor will any bargaining unit member engage in a strike, work stoppage, slowdown or withholding of services during the term of this Agreement.

23.2 The Union agrees to indemnify the Employer/University Administration for all expenses and damages that occur as a result of any strike, work stoppage, slowdown or withholding of services when such action is publicly condoned by the Union.

ARTICLE XXIV

PERSONNEL FILES

24.1 There shall be one master personnel file for each bargaining unit member. Other official personnel files may be maintained by the Employer/University Administration at any administrative level. Upon the request of a bargaining unit member, the Employer/University Administration will identify the holders of the above files.

24.2 The provisions of the University's Fair Information Practices Act Regulations (Trustee Document T77-059) shall govern the collection, dissemination and maintenance of the personnel files set forth in Section 24.1. Alleged misinterpretations, misapplications or violations of T77-059 may be pursued only through the grievance procedure set forth in T77-059. Alleged misinterpretations, misapplications or violations of Sections 24.1, 24.3, 24.4, 24.5, 24.6, 24.9 shall be pursued through the grievance procedure set forth in Article XXV, Grievance Procedure.

24.3 The master personnel file shall henceforth include the following:

(a) copies of official correspondence between the Employer/University Administration and the individual bargaining unit member;

(b) copies of all completed personnel action forms;

(c) a copy of each annual evaluation;

(d) materials regarding sabbatical leaves and leaves of absence;

(e) application for employment and related materials;

(f) basic file(s) or a notation of its/their location(s);

(g) those materials which the bargaining unit member deems necessary to be added to his/her personnel file or a notation of its/their location(s);

(h) other materials added by the Employer/University Administration, provided that the bargaining unit member is sent a copy or notice of the addition at the time of the filing.

Having made an appointment, each bargaining unit member may annually compile an index of material contained in his/her departmental, decanal and master personnel file. These indexes shall be certified within a reasonable time by the holder of the file.

24.4 A basic file shall be established to contain material used for review in the following personnel actions:

(a) For faculty members:

(1) reappointment through the tenure decision year;

(2) tenure review;

(3) review for promotion from assistant professor to associate professor (in those cases in which this action is separate from the tenure review);

(4) review for promotion from associate professor to professor.

(b) For librarians:

(1) five-year appointments;

(2) review for promotion from Librarian I to II;

(3) review for promotion from Librarian II to III;

(4) review for promotion from Librarian III to IV;

(5) review for promotion from Librarian IV to V.

24.5 The academic administrative official who compiles the basic file shall be responsible for compiling an index of the material contained therein (including all exhibits) and sending a copy of this index to the bargaining unit member involved. This index shall be reviewed and updated by the appropriate academic administrative official at each level of administrative review for the personnel actions mentioned in Section 24.4 and a copy of the updated index shall be sent to the bargaining unit member. In the case of librarians, the administrative official designated by the director of libraries shall be the official responsible for compiling the basic file.

24.6 Upon the request by any bargaining unit member, the Employer/University Administration shall provide a copy of T77-059.

24.7 After reasonable notice, the Union shall have access to the above personnel file(s) of a bargaining unit member during the normal business hours of the Employer/University Administration, provided that the Union presents written approval of the bargaining unit member to the holder of the personnel file to which access is requested.

24.8 A bargaining unit member shall be given an opportunity to voluntarily waive his/her right of access to letters of recommendations obtained in connection with personnel actions using the form "Waiver of Right of Access To Letters of Recommendation" (Appendix). Such waiver shall be for a specific personnel action(s) and cannot be retracted.

24.9 The Union agrees to indemnify and hold the Employer/University Administration and its officials, agents and representatives harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.

24.10 It shall be the responsibility of each bargaining unit member to inform the Employer/University Administration of any change in name or address.

24.11 No anonymous materials shall be placed in the above personnel files. For purposes of this Article, student evaluations of teaching pursuant to Sections 21.7, 21.9, 34.6 and 34.8 shall not be considered anonymous materials.

ARTICLE XXV

GRIEVANCE PROCEDURE

25.1 Definition: A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application (including, notwithstanding any provision of Article III, Affirmative Action, to the contrary, individual complaints of discrimination rising out of personnel actions and based on race, color, religion, creed, sex, age, marital status, national origin, sexual preference, mental or physical handicap or political beliefs or affiliation) of the terms and conditions of this Agreement by an administrative official.

25.2 Intent: It is the declared objective of the Employer/University Administration and the Union to encourage the prompt resolution of grievances either by informal or formal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any bargaining unit member, or the parties mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Labor Relations Commission, the Massachusetts Commission Against Discrimination or the Equal Employment

Opportunity Commission, brought to meet agency timelines but not to be simultaneously litigated), the Employer/University Administration shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article. The parties agree to make available one to the other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. The Union may present a policy grievance (one which affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee when necessary to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision.

25.3 Informal Procedure: When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (chairperson/head, dean/director of libraries or provost) closest to and best able to discuss the matter, and possessing the authority to resolve the dispute. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of each of the parties. The Employer/University Administration and the Union agree that informal resolutions of grievances do not set precedents.

25.4 Time Limits for Personnel Action Grievances: For grievance(s) arising out of personnel actions, the Union and/or the bargaining unit member shall not file a grievance until the final appropriate academic administrative official on the campus has made his/her decision in writing on the personnel action under consideration.

25.5 Formal Procedure: To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the specific provision(s) of this Agreement allegedly violated and the remedy requested.

(a) LEVEL ONE: Chancellor

The grievant(s) and/or the Union shall file the grievance with the chancellor within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later, but in no case longer than a year from the occurrence. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the occurrence giving rise to the grievance, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence. The grievant(s) and/or the Union and the chancellor shall meet and discuss the grievance

within ten (10) calendar days after such filing. The chancellor shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-one (21) calendar days from the date on which the grievance was filed with the chancellor.

(b) LEVEL TWO: President

A grievance may be submitted to the President in cases where the grievant(s) and/or the Union are not satisfied with the decision at Level One, or where the grievance is of a University-wide nature, or where the grievance is based on a presidential decision. If the grievant(s) and/or the Union is not satisfied with the decision at Level One, the grievant(s) and/or the Union may file an appeal in writing to the President within ten (10) calendar days after the written decision of the chancellor is received, or is due; grievances presented initially to the President must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the occurrence giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such occurrence, whichever is later. If a bargaining unit member is on approved leave at the time of the alleged violation or at the time he/she would otherwise have learned of such occurrence, then the bargaining unit member and/or the Union shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty

(60) calendar days from the day he/she learned, or should have learned, of such occurrence, whichever is later, but in no event later than fourteen (14) calendar months from the date of the occurrence.

The grievant(s) and/or the Union and the President shall meet and discuss the grievance within ten (10) calendar days after such filing. The President shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within twenty-eight (28) calendar days from the date on which the grievance was filed with the President.

(c) LEVEL THREE: Arbitration

If the grievance is not resolved to the satisfaction of the Union at Level Two, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Level Two or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the parties shall select as arbitrator the individual whose name first appears on the list of arbitrators chosen by the Union and the Employer/University Administration. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve

as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the parties, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to serve in accordance with these procedures.

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

(1) a copy of this Agreement;

(2) a copy of the written notice, sent to the Employer/-University Administration, of the Union's intention to initiate arbitration; and

(3) a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinion and conclusions on the issues submitted to the

arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement. The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

25.6 Union Representation and Rights:

(a) The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the Union's designated campus grievance representative within five (5) calendar days of receipt of said grievance.

(b) The representative(s) of the Union shall be permitted to be present at any meeting required under the grievance procedure and especially at any meeting at which a settlement of the grievance is made or discussed; provided further that the Union representative(s) shall be permitted to present the Union's point of view regarding the grievance at such meetings(s).

(c) Any bargaining unit member may request Union representation at any step of the grievance procedure; however, a bargaining unit member shall not be prevented from processing a grievance on his/her own behalf prior to arbitration.

(d) Copies of all documents and correspondence filed with respect to the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible. The grievant(s) may specifically prohibit access to supporting documents and correspondence filed by the grievant(s) with respect to the grievance. The Union shall incur the cost for the reproduction of said documents and correspondence.

25.7 Implementation: Upon resolution of the grievance, the parties shall implement the remedy within ten (10) calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties. In the event that the Employer/University Administration does not have enough available funds to pay an arbitration award, the Employer/University Administration shall meet with and provide to the grievant(s) and the Union a clear and convincing explanation as to the Employer's/University Administration's inability to comply with the arbitration award. The Employer/University Administration shall also set forth the appropriate procedure to obtain the needed funding to implement the arbitration award subject to the approval of all parties concerned as follows:

(a) When available state-appropriated funds are insufficient to implement an arbitration award(s), the matter shall be submitted to the Legislature by the Employer/University Administration for funding with the support of the Union; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the non-monetary aspect(s) of the arbitration award(s).

(b) When available trust monies are insufficient to implement an arbitration award(s), the award shall be included in the next budget request prepared following the award; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the non-monetary aspect(s) of the arbitration award(s).

(c) When available grant or contract monies are insufficient to implement an arbitration award(s), the matter will be submitted to the contracting or granting agency for its approval of the necessary fund transfers within the provisions of the contract or grant or to secure the needed additional monies to fully implement said arbitration award(s) as the case may be; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the non-monetary aspect(s) of the arbitration award(s).

25.8 No Reprisal -- Witnesses: No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in any grievance. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

25.9 Time Limits: All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

25.10 Adjustment of Time Limits: Any grievance that was filed prior to the end of the academic year and has not been resolved to the satisfaction of the grievant(s) and/or the Union prior to the conclusion of the academic year shall continue to be processed in accordance with the provisions of this Article; except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.

ARTICLE XXVI

SALARIES

26.1 Effective September 25, 1983, each bargaining unit member on the payroll on June 25, 1983, shall receive a salary rate increase of 5 percent based on the September 24, 1983, salary.

26.2 Effective April 1, 1984, bargaining unit members who were on the payroll on June 25, 1983, shall be eligible to receive a merit award from a 2.6 percent pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on March 31, 1984.

26.3 Effective September 30, 1984, each bargaining unit member on the payroll on June 30, 1984, shall receive a salary rate increase of 5 percent based on the September 29, 1984, salary.

26.4 Effective September 30, 1984, each bargaining unit member on the payroll on June 30, 1984, shall be eligible to receive a merit award from a 3 percent pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on the payroll on September 29, 1984.

26.5 Effective June 30, 1985, each bargaining unit member on the payroll on June 29, 1985, shall receive a salary rate increase of 6 percent based on the June 29, 1985, salary.

26.6 Effective June 30, 1985, each bargaining unit member on the payroll on June 29, 1985, shall be eligible to receive a merit award from a 3 percent pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on the payroll on June 29, 1985.

26.7 The portion of salary increases designated as a merit pool in Sections 26.2, 26.4 and 26.6 shall be distributed in the following manner:

(a) One-half (50 percent) of the merit pool available in each year shall be distributed to bargaining unit members in accordance with Article XI or Section 20.3 to recognize meritorious performance, provided only that such awards shall not be distributed as across-the-board increases, nor shall they be limited to a predetermined percentage of bargaining unit members eligible. Such monies shall be allocated to departments/programs/libraries on a pro-rata basis of the number of full-time equivalent bargaining unit members in each department/ program/library on the date of the generation of the merit pool (March 31, 1984, in FY84; September 29, 1984, in FY85; and June 29, 1985, in FY86) as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same date.

(b) One-half (50 percent) of the merit pool available in each year shall be awarded by the Employer/University Administration to bargaining unit members to recognize meritorious performance, after consultation with appropriate departments/programs/libraries. Thirty (30) percent of the monies from the pool specified in Subsection 26.7(b) shall be allocated to departments/programs/libraries on a pro-

rata basis of the total salaries in each department/program/library as of the date of the generation of the merit pool (March 31, 1984, in FY84; September 29, 1984, in FY85; and June 29, 1985, in FY86) as a percentage of the total salaries in the overall bargaining unit as of that same date. The remaining seventy (70) percent of this pool shall be allocated to appropriate schools, faculties, colleges, libraries or other analogous units on a pro-rata basis of the total salaries in each school, faculty, college, library or other analogous unit as of the date of the generation of the merit pool (March 31, 1984, in FY84; September 29, 1984, in FY85; and June 29, 1985, in FY86) as a percentage of the total salaries in the overall bargaining unit as of that same date.

(c) All bargaining unit members who meet the eligibility criteria under Sections 26.2, 26.4 and 26.6, except those whose appointments are not being renewed and tenure candidates not being recommended by the chancellor for tenure, shall be eligible for merit awards, including the following:

(1) Individuals funded through a grant, contract or trust fund, provided that sufficient funds are available in the account in accordance with Section 31.2;

(2) Individuals on sabbatical leave, provided that payment shall be proportionate to the bargaining unit member's fraction of appointment during the term of the sabbatical and shall be raised to the appropriate rate of increase upon his/her return to regular duties;

(3) Individuals on leave without pay, provided that payment shall not commence until regular duties have been resumed;

(4) Individuals on replacement loan to other departments/programs/libraries, provided that they shall be counted for allocation purposes in the department/program/library where normally employed to the extent of the fraction of appointment in the department/program/library where normally employed.

(d) All recommendations and decisions shall take into consideration the bargaining unit member's "Annual Faculty Report and Evaluation" or "Annual Report and Evaluation for Librarians." In the case of faculty members, contributions in each of the areas of teaching; of research, creative or professional activity; and of service shall be carefully evaluated; in the case of librarians, contributions shall be carefully evaluated in accordance with Subsection 20.5.3. This subsection shall not be subject to Article XXV, Grievance Procedure.

(e) The following procedures will be followed in distributing merit awards:

(1) Departmental or library personnel committees shall provide, in writing, recommended merit increments for the pools under Subsection 26.7(a) and shall be invited to provide similar recommendations for the pools under Subsection 26.7 (b). Department chairpersons/heads shall forward all annual reports and recommended merit increments to the dean/director of libraries, together with their own comments, if any, and recommended merit increments.

(2) The deans/director of libraries shall forward to the provost, in writing, both their own recommended merit increments and the departmental recommended merit increments under Subsection 26.7(e)(1).

(3) Whenever an academic administrative official's recommended merit increments for the distribution of the pool under Subsection 26.7(a) differs from the original faculty or librarian recommendation, the departmental or librarian personnel committee involved shall be provided by the academic administrative official with an opportunity to comment on the proposed changes. Any comments shall be forwarded to successive administrative levels together with the academic administrative official's recommendations.

26.8 Merit awards made pursuant to Subsection 26.7(b) shall not be subject to Article XXV, Grievance Procedure.

26.9 Each year there shall be made available educational needs funds as follows:

(a) In FY84 1 percent of the total annual base salary (state funded) of all full-time employee equivalents in the bargaining unit calculated as of June 25, 1983; in FY85 1 percent of the total annual base salary rates (state funded) of all full-time employee equivalents in the bargaining unit calculated as of June 30, 1984; and in FY86 1 percent of the annual base salary rates (state-funded) of all full-time employee equivalents in the bargaining unit calculated as of June 29, 1985.

(b) Such funds will be allocated to the appropriate school, faculty, college, library or other analogous unit on a pro-rata basis of the number of full time equivalent bargaining unit members in each school, faculty, college, library or other analogous unit on the date of the generation of the pool (June 25, 1983, in FY84; June 30, 1984, in FY85; and June 29, 1985, in FY86) as a percentage of the number of full-time equivalent bargaining unit members in the overall bargaining unit as of the same dates.

(c) Recommendations and awards of educational needs funds shall be made in response to application by a bargaining unit member(s). Standards of eligibility are those of Subsection 26.7(c) excluding Subsection 26.7(c)(4) and with the understanding that institute, contract and grant bargaining unit members are eligible for educational needs funds. In determining educational needs funds awards, a dean or other academic administrative

official may solicit recommendations from departmental committees and/or the committee(s) created under Subsection 26.9 (d)(6). Educational needs funds awards shall not be subject to Article XXV, Grievance Procedure.

(d) Awards under this Article shall conform to the following guidelines:

(1) Educational needs funds shall not be used to enhance salary rates or as a salary bonus.

(2) Educational needs funds may not be used, except by permission of the bargaining unit member(s) concerned, to purchase materials or equipment to which the Commonwealth acquires title.

(3) Educational needs funds may be used only for what are, in the judgment of those making and approving recommendations, bona fide scholarly, educational or professional purposes.

(4) In FY 84, no bargaining unit member shall be denied educational needs funds to offset the computer use fee established in Section 27.11, provided he/she submits a bona fide request for reimbursement.

(5) In FY 85 and FY 86, no full-time bargaining unit member or part-time bargaining unit member paid at one-half or more of a full-time salary instead of being paid on a per-course basis shall be denied a minimum of $100 in educational needs funds, provided that he/she submits a bona fide request.

(6) The dean or other academic administrative official may appoint a committee, which shall draw no fewer than half of its members from the bargaining unit, to generate additional guidelines for the appropriate school, faculty, college, library or other analogous unit, provided that such guidelines shall not conflict with the provisions of this Section. Such guidelines will take effect upon approval of the committee and of the dean or other academic administrative official.

(7) Expenditure of educational needs funds shall be in accordance with state statutes, rules and regulations.

26.10 In each of the years FY85 and FY86, a 0.5 percent pool based on the total annual salary rate of all full-time employee equivalents in the bargaining unit on September 29, 1984, and June 29, 1985, respectively, shall be made available for correcting salary anomalies as directed by a joint committee to be convened within thirty (30) days after the signing of this Agreement. A committee of six (6) members, three (3) designated by the Union and three (3) designated by the Employer/University Administration, will meet to define what salary anomalies may exist, and to recommend how the monies set aside shall be used to address such anomalies. The committee will be expected to complete its work and make its recommendations on or before January 1, 1985.

26.11 Part-time faculty in the bargaining unit shall receive increases as follows:

(a) Prior to other increases mandated in this Agreement, bargaining unit part-time faculty paid on a per-course basis shall receive, as appropriate, a salary-rate increase to a minimum of $1,800 per course. Part-time faculty paid on a per-course basis entering the bargaining unit during the term of this Agreement shall not be paid less than $1,800 per course.

(b) As of September 25, 1983, the amount paid to bargaining unit part-time faculty paid on a per-course basis shall be increased by $75 per course; as of September 29, 1984, the amount paid to bargaining unit part-time faculty paid on a per-course basis shall be increased by $50 per course; and, as of September 1, 1985, the amount paid to each bargaining unit part-time faculty member paid on a per-course basis shall be increased by $50 per course; provided, that no such increase shall be used to raise the salary of any bargaining unit part-time faculty member paid on a per-course basis to more than $3,000 per course.

(c) Part-time bargaining unit faculty members shall receive the percentage increases and be eligible for the merit and educational needs funds awards in this Article.

26.12 Effective September 1, 1984, raises for promotions shall be as follows:

(a) $1,700 for promotion from instructor to assistant professor;

(b) $2,200 for promotion from assistant professor to associate professor;

(c) $2,800 for promotion from associate professor to professor;

(d) $1,600 for promotion from Librarian I to Librarian II and from Librarian II to Librarian III;

(e) $2,100 for promotion from Librarian III to Librarian IV;

(f) $2,600 for promotion from Librarian IV to Librarian V.

All bargaining unit members promoted after August 31, 1983, shall be entitled to the difference between the promotional increments received at the time of their promotion and the above stated promotional increments, effective July 1, 1984.

26.13 Salary increases made pursuant to this Article shall not be subject to the limits of the general salary scales for employees of the Commonwealth.

ARTICLE XXVII

SUPPLEMENTAL COMPENSATION (BENEFITS)

27.1 Mileage Allowances. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, when a bargaining unit member is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the rate of twenty-two (22) cents per mile, which shall cover the costs of garages, parking, tolls and all other charges.

27.2 Meal Allowance. Subject to the provisions of the Commonwealth's "Red Book" rules and regulations, a bargaining unit member who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging, including reasonable tips, and for meal expenses, including tips, not to exceed the following amounts:

Meals	Maximum Allowance	Applicable Period
Breakfast	$2.50	3:01 to 9:00 a.m.
Lunch	$4.00	9:01 to 3:00 p.m.
Supper	$7.00	3:01 to 9:00 p.m.

27.3 In the event that the Commonwealth authorizes an increase in the reimbursement rates for mileage and/or meals during the life of this Agreement, said increase shall be extended to bargaining unit members in accordance with terms established by the Commonwealth.

27.4 Group Health Insurance Contributions. The Commonwealth shall pay ninety (90) percent of the monthly premium rate for the Group Insurance Plan and each bargaining unit member covered shall pay ten (10) percent of this premium rate for the type of coverage that is provided for him/her and his/her dependent(s) under the plan.

27.5 Miscellaneous Benefits. The Employer/University Administration agrees to continue during the term of this Agreement those benefits presently enjoyed by members of the bargaining unit as contained in the Commonwealth's "Red Book" rules and regulations and procedures governing vacation leave, sick leave, court leave, holidays, maternity leave, personal days, etc., except as specifically modified by this Agreement.

27.6 Liability Insurance. The Employer/University Administration agrees to continue liability insurance for bargaining unit members as is currently in effect at no cost. A copy of the liability insurance policy shall be given to the Union as a condition of this Agreement.

27.7 Retirement. The Employer/University Administration agrees to comply with all applicable provisions of the Massachusetts General Laws, including appropriate rules and regulations promulgated thereunder, with respect to retirement membership, rights and benefits for bargaining unit members.

27.8 The Employer/University Administration agrees to continue the Early Retirement and Post Retirement Part-time Employment Program in effect at the time of the signing of this Agreement, until June 30, 1984. Further, the Employer/University Administration agrees to re-open negotiations regarding continuation of the program through June 1985 on or before March 1, 1984, and to reopen negotiations regarding continuation of the program through June 1986 on or before March 1, 1985.

27.9 Sick Leave Bank

(a) The Sick Leave Bank established under the predecessor Agreement will be maintained on the Amherst and Boston campuses for the benefit of bargaining unit members who have chosen, pursuant to these policies and procedures, to be members thereof; bargaining unit members who are members of a Sick Leave Bank on the effective date of this Agreement shall remain members unless they choose to withdraw or fail to meet the continuing requirements for membership.

(b) During the month of October, a bargaining unit member may become a member of a Sick Leave Bank by assigning one or more day(s) of accumulated personal sick leave to the bank. Forms for this purpose shall be made available in the campus personnel office. Bargaining unit members may also become members of a Sick Leave Bank under the following circumstances:

(1) A bargaining unit member first employed after October may become a member on or before the date on which such bargaining unit member first accrues personal sick leave.

(2) A bargaining unit member who was on sabbatical leave or leave without pay during the fall semester may request membership in a Sick Leave Bank within three (3) weeks after returning from leave.

(3) A bargaining unit member who can present a doctor's letter stating that he/she was unable because of sickness to apply in October will be admitted to a Sick Leave Bank upon receipt of such letter by the personnel office, provided that such letter is submitted no later than December 1 of that same year.

(4) In other cases, the campus director of personnel will have the authority to grant a waiver of the October deadline. A decision against granting a waiver may be appealed to the Sick Leave Bank Committee (constituted below); the decision of that committee shall be final and binding and shall not be subject to Article XXV, Grievance Procedure. No bargaining unit member shall be entitled to become a member of a Sick Leave bank except as provided in this section.

(c) The campus personnel office shall provide to the Union a membership listing and the number of sick leave days accumulated in the Sick Leave Bank by November 30 and March 30 of each year of this Agreement.

(d) Five (5) working days after the exhaustion of personal sick leave accumulation, any member of a Sick Leave Bank shall be entitled to draw upon the Sick Leave Bank, effective upon notice to the campus personnel office. The granting of such sick leave shall be subject to the same criteria as personal sick leave days and shall be consistent with University policy. The maximum number of days that may be drawn from the Sick Leave Bank by a member in any calendar year is ninety (90). This maximum may be appealed to the Sick Leave Bank Committee (below); the decision of that committee shall be final and binding and shall not be subject to Article XXV, Grievance Procedure.

(e) A member of a Sick Leave Bank drawing upon the Bank who is also entitled to accumulate sick leave in accordance with University policy shall continue to do so except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank and not to the member.

(f) A department chairperson/head or the Sick Leave Bank Committee may request at any time (and, upon the written request of the President of the Union, shall require) that any member who is drawing sick leave from a Sick Leave Bank submit a physician's statement certifying the medical ground for sick leave. Any such member who thereafter fails or declines to submit such a letter shall not be entitled to draw sick leave from the Sick Leave Bank for so long as he/she fails to submit the requested certification.

(g) A member of a Sick Leave Bank who receives workers' compensation may not draw upon the Sick Leave Bank to supplement such compensation.

(h) Whenever the accumulation of sick leave days in the Sick Leave Bank shall fall below one hundred (100) days on the Amherst campus or fifty (50) days on the Boston campus, the campus personnel office shall so notify Sick Leave Bank members. Any members wishing to retain membership shall within twenty-five (25) days after such notice assign one or more additional day(s) of accumulated personal sick leave to the Sick Leave Bank on the form to be distributed with the notice. However, any member wishing to retain membership and who shall have exhausted accumulated personal sick leave on the date of such notice shall assign such additional day(s) within twenty-five (25) days after the date on which such member is

again entitled to personal sick leave; provided further, that such member shall retain all rights in the Sick Leave Bank until such period for assigning an additional day shall have expired.

(i) On each campus, the Employer/University Administration and the Union shall each provide two (2) members of a Sick Leave Bank Committee, which shall be responsible for managing the campus Sick Leave Bank and carrying out the responsibilities mandated in this Article during the term of this Agreement; its decisions shall be final and binding and shall not be subject to Article XXV, Grievance Procedure. The committee may also recommend changes in Sick Leave Bank procedures, which shall, upon accept- ance by the Employer/University Administration and the Union, become part of this Agreement.

(j) The Employer/University Administration agrees to maintain an account of the Sick Leave Bank's assets on each campus.

27.10 Health and Welfare Trust

(a) The Employer/University Administration and the Union agree to establish a Health and Welfare Fund under an Agreement and Declaration of Trust to be dratted with input from the Union and executed by the Union and the Employer/University Administration. Such Agreement and Declaration of Trust shall provide for a board of trustees composed of an equal number of representatives of the Employer/University Administration and the Union, and shall be executed no later than ninety (90) days

after the effective date of this Agreement. The board of trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents.

(b) Effective January 1, 1984, the Employer/University Administration agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent bargaining unit member the sum of two dollars ($2) each calendar week.

Effective December 30, 1984, the Employer/University Administration agrees to contribute to the Health and Welfare fund an additional two dollars ($2) each week for each full-time equivalent bargaining unit member.

The contributions made by the Employer/University Administration to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer/University Administration in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

(c) No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article XXV, Grievance Procedure.

(d) It is expressly agreed and understood that the Employer/University Administration does not accept, nor is the Employer/University Administration to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Subsection 27.10 (b).

27.11 Computer Use Fee A bargaining unit member who establishes a computer use account shall be charged a fee of $10 per account, which fee will be used to defray the costs of establishing and maintaining computer user accounts. The fee will be assessed annually.

27.12 Longevity Bonus Payment At the time of retirement, bargaining unit members shall be entitled to a longevity bonus payment in the amount of one (1) day's pay for each year of service, including all paid leaves.

ARTICLE XXVIII

CHILD CARE

The Employer/University Administration and the Union agree to establish a committee on or before March 1, 1984, to explore means by which adequate low cost child care may be provided to bargaining unit members. The committee will be made up of two (2) members designated by the Union and two (2) members designated by the Employer/University Administration. It will report its findings to the parties not later than August 30, 1984. Upon agreement of the parties, the report of the committee may serve as the basis for nego- tiations for a policy to be incorporated into this Agreement.

ARTICLE XXIX

MAINTENANCE OF POLICIES

29.1 During the life of this Agreement, the following policies for bargaining unit members will be maintained:

(a) policy on sabbatical and other leaves;

(b) Amherst campus University Library Policy on Sabbatical Leaves (as approved 2/27/74 and amended 9/29/76) and University policy on short-term professional leave (T75-09C, section entitled: "Professional Improvement," excluding paragraphs A, B and C), applicable only to bargaining unit librarians;

(c) policy on tuition waivers for employees; and

(d) policy on outside consulting.

ARTICLE XXX

EFFECT OF AGREEMENT

It is acknowledged that during the negotiations which resulted in this Agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Employer/University Administration shall not be obligated to any additional collective bargaining.

ARTICLE XXXI

COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

31.1 The cost items contained in this Agreement shall not become effective unless appropriations necessary to fund fully such cost items have been enacted by the General Court in accordance with M.G.L. Chapter 150E, Section 7, and allocated by the Governor to the Board of Regents, in which case the cost items shall be effective on the date provided in this Agreement.

31.2 All bargaining unit members shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant or contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

31.3 The Employer/University Administration shall make a request for the funding of this Agreement as required by M.G.L. Chapter 150E, Section 7. In the event funding requested by this Article is not provided, the cost items shall be returned to the parties for further bargaining.

ARTICLE XXXII

SENIORITY FOR ADMINISTRATIVE SERVICE

32.1 Persons originally hired to a title currently in the bargaining unit and who are now in non-bargaining unit positions and persons who move from a bargaining unit position to a non-bargaining unit position shall retain seniority accrued in the position that is currently in the bargaining unit.

32.2 Such persons may accrue up to five (5) additional years of seniority while in the non-bargaining unit position.

32.3 The Union upon the request of such an above-mentioned person may consider said person's request for additionally accrued seniority above five (5) years. The decision of the Union shall be final.

ARTICLE XXXIII

SEPARABILITY

33.1 In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid by any court, tribunal or administrative agency having competent jurisdiction, or in the event that compliance with or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding upon the parties hereto.

33.2 In such an event as described in Section 33.1, the parties shall meet within thirty (30) calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.

ARTICLE XXXIV

ANNUAL EVALUATION OF FULL-TIME FACULTY

34.1 Departmental personnel committees and academic administrative officials, as appropriate, shall evaluate full-time faculty members annually in accordance with the campus master calendar.

34.2 The parties agree that, for the life of this Agreement and for the purposes of this Article, the form entitled "Annual Faculty Report and Evaluation" will serve as the evaluation form for full-time faculty members.

34.3 Upon the request of the faculty member, the chair of the departmental personnel committee and/or the representatives of the departmental personnel committee or the chairperson/head of the department, program or other analogous unit or the dean or other analogous academic administrative official shall meet once with the faculty member to discuss the faculty member's performance and/or the written comments already provided.

34.4 Each faculty member retains the right to respond in writing to any written comments made by any individual or group of individuals on his/her evaluation and to have the response affixed to the evaluation.

34.5 The evaluation shall address the duties and responsibilities of the individual faculty member.

34.6 Each department, program or other analogous unit shall develop or adopt one or several forms appropriate to the evaluation of teaching in that unit, as well as procedures for the administration of student evaluations of teaching.

34.7 During a faculty member's annual review, the departmental personnel committee shall present its findings at the appropriate place on the Annual Faculty Report and Evaluation form.

34.8 Student evaluations shall be kept on file in the department or program office for a period of six years.

34.9 Sections 34.1, 34.5 and 34.6 shall not be subject to Article XXV, Grievance Procedure.

ARTICLE XXXV

SUCCESSORSHIP

35.1 In the event that the University of Massachusetts at Boston or Amherst is consolidated or merged into or with any other division, school, college or component of the Massachusetts system of public higher education during the life of this Agreement, the present bargaining unit as defined in Section 2.1 shall remain distinct and this Agreement shall remain in full force and effect.

35.2 Notwithstanding Section 2.2 or any other provisions of this Agreement to the contrary, it is the declared intention of the parties not to include or accrete into this bargaining unit as a consequence of any such consolidation or merger individuals who, on the day prior to such consolidation or merger, were not employees of the University of Massachusetts, regardless of their title or classification, unless the parties mutually agree to such inclusion or accretion.

35.3 In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts and/or the Board of Regents of Higher Education, such successor(s) shall be bound by and shall assume all the rights, duties and obligations of the Board(s) as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE XXXVI

DURATION

36.1 This Agreement shall be for the three (3) year period from July 1, 1983, through June 30, 1986, and terms contained herein shall become effective on the date of its execution by the parties.

36.2 On or before December 5, 1985, the parties shall exchange their bargaining demands for changes in the current agreement. No new bargaining demands may be submitted after said date without the mutual consent of both parties. The parties shall commence negotiations for a successor agreement no later than January 6, 1986. In the event that either party fails to meet the requirements set forth above, said party shall be deemed to have waived its right to seek changes in the current Agreement. If both parties fail to comply with the requirements set forth above, the terms of the current Agreement shall continue for an additional three (3) year period from July 1, 1986, through June 30, 1989. If bargaining for a successor agreement is properly commenced as required herein, this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached.

36.3 Grievances based on events occurring during the life of Trustee Document T81-005, shall be handled under T81-005. Article XXV of this Agreement shall apply to grievable occurrences on or after February 10, 1984, contingent upon final approval and implementation of this Agreement.

36.4 This Agreement is entered into and shall become effective as of midnight on the _____ day of March 1984, and is, except where otherwise stated, retroactive to the tenth day of February, 1984.

APPENDIX

WAIVER OF RIGHT OF ACCESS TO LETTERS OF RECOMMENDATION

_____ _____

Name Personnel Review Affected

_____

Academic Year

According to the University's Fair Information Practices Regulations, Trustee Document T77-059, I may waive my right of access to confidential letters of recommendation or evaluation solicited in connection with the above mentioned personnel review. I understand that the University will not use any letters or statements solicited or submitted in connection with this personnel review for any purpose not connected with it.

I also understand the following:

(1) that this waiver applies only to letters directly and individually solicited, with an assurance of confidentiality, during the personnel review mentioned above. It does not apply to letters submitted in response to a general announcement that I am undergoing this personnel review or to any other letters that have not been directly and individually solicited.

(2) that this waiver may apply, as indicated by me below, to letters solicited under the conditions specified in (1) from individuals both external and internal to the campus (including students).

(3) that I shall be informed, by means of the table of contents attached to the file and updated at each level of review, of the identity of persons who provide letters.

(4) that I may comment upon the appropriateness of the individuals whose letters were solicited, and that I may comment on the substance and appropriateness of any letters I am allowed to see.

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons both internal and external to the campus with an assurance of confidentiality in connection with this review.

Signature _____ Date _____

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons external to the campus with an assurance of confidentiality in connection with this review.

Signature _____ Late _____

Having read the above, I waive my right of access to letters of recommendation or evaluation directly and individually solicited from persons internal to the campus with an assurance of confidentiality in connection with this review.

Signature _____ Late _____

I decline to waive my right to see letters directly and individually solicited in connection with the above-mentioned personnel review.

Signature _____ Date _____

Memorandum of Understanding

Pursuant to the tentative successor Agreement reached on Friday, December 16, 1983, the parties agreed to the following inter-system tuition remission policy:

(1) That the staff of the Board of Trustees of the University of Massachusetts and the staff of the Board of Regents of Higher Education of the Commonwealth of Massachusetts agree to develop and implement a tuition remission policy applicable to all bargaining unit members, their spouses and dependent children;

(2) Such tuition remission policy shall provide for full tuition remission in all institutions of public higher education in the Commonwealth of Massachusetts, exclusive of the University of Massachusetts Medical Center;

(3) Further, such tuition remission policy shall additionally provide for no less than fifty (50) percent tuition remission in all continuing education courses;

(4) Any tuition remission benefits not currently offered in the system of public higher education, if extended by the Board of Regents tuition remission policy, shall be applicable to all MSP/FSU/MTA/NEA bargaining unit members for use within the University of Massachusetts system, exclusive of the University of Massachusetts Medical Center;

(5) No existing benefits set forth in Trustee Document T-82-054A, tuition waiver policy, shall be diminished by the Board of Regents tuition remission policy;

(6) Said tuition remission policy shall be effective no later than the Fall 1984 semester and may be retroactive to the Spring 1984 semester; and

(7) Having once been implemented, the tuition remission policy shall not be diminished during the term of this Agreement.

For The Board Of
Trustees For The
University of Massachusetts

_____

For The MSP/FSU/MTA/NEA

_____

For the Board of Regents
of Higher Education

_____